

FILED  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA  
NOV 22 1991

# United States Bankruptcy Court

For the NORTHERN District of IOWA

BARBARA A. EVERLY, CLERK

IN RE:

EUGENE P. MEIS,  
Debtor.

EUGENE P. MEIS,

Plaintiff

v.

FLOYD'S FEED STORE, INC.,

Defendant

Chapter 7  
Case No. L89-00751D

Adversary Proceeding No. L91-0098D

## JUDGMENT

- ☐ This proceeding having come on for trial or hearing before the court, the Honorable  
**MICHAEL J. MELLOY**, United States Bankruptcy Judge, presiding, and  
the issues having been duly tried or heard and a decision having been rendered.

[OR]

- ☒ The issues of this proceeding having been duly considered by the Honorable  
**MICHAEL J. MELLOY**, United States Bankruptcy Judge, and a decision  
having been reached without trial or hearing.

IT IS ORDERED AND ADJUDGED: Judgment is entered against Floyd's Feed Store, Inc. and Floyd J. Klostermann, jointly and severally, and for Eugene P. Meis in the amount of \$23,000.00. The payments of said judgment are to be made in accordance with the terms of the Stipulation of Settlement.

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BARBARA A. EVERLY

Clerk of Bankruptcy Court

[Seal of the U.S. Bankruptcy Court]

Date of issuance: 11-22-91

By: Michael A. Golay  
Deputy Clerk

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA

NOV 22 1991

IN RE:	)	Chapter 7	BARBARA A. EVERLY, CLERK
	)		
EUGENE P. MEIS,	)	BANKRUPTCY NO.	
	)		
Debtor.	)	L-89-00751D	
<hr/>			
EUGENE P. MEIS,	)		
	)		
Plaintiff,	)		
	)	ADVERSARY NO.	
vs.	)		
	)	L-91-0098D	
FLOYD'S FEED STORE, INC.,	)		
	)		
Defendant.	)		

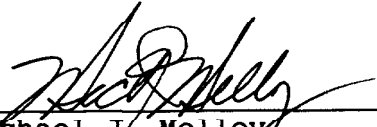
ORDER APPROVING STIPULATION AND ENTRY OF JUDGMENT

The Court having reviewed the Stipulation of Settlement filed herewith and attached to this Order finds that it is fair and equitable. The Court further finds the Judgment, in accordance with the terms and conditions set forth in the Stipulation should be and hereby is entered against Floyd's Feed Store, Inc. and Floyd. J. Klostermann individually. Said Judgment is a joint and several liability of Floyd's Feed Store, Inc. and Floyd J. Klosterman.

WHEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED that a Judgement shall be entered against Floyd's Feed Store, Inc. and Floyd J. Klostermann jointly and severally in the amount of \$23,000.00. It is further ordered that the Plaintiff shall be prohibited from executing on said Judgement, garnishing or levying upon any assets of the Defendant, Floyd's Feed Store, Inc. or the assets of Floyd J. Klosterman provided that the payments of said Judgement are made in accordance with the terms of the Stipulation

of Settlement. The Court further orders that upon payment of the each installment, as contemplated in the Stipulation, that the Plaintiff shall be required to partially release and satisfy the Judgement entered herein.


Dated this 26<sup>th</sup> day of November, 1991.

  
\_\_\_\_\_  
Michael J. Melloy  
Chief Bankruptcy Judge  
of the Northern District of Iowa

Order prepared by:

Joseph A. Peiffer

Approved as to form by:

  
\_\_\_\_\_  
David G. Thinnes  
Attorney for Floyd's Feed Store, Inc.  
and Floyd J. Klostermann

Copy (W/judgment) to:

Joseph Peiffer,

Atty for Plaintiff;

David Thinnes,

Atty for Defendant;

U.S. Trustee;

this November 22, 1991

  
Deputy Clerk, Bankruptcy Court

PO Box 74890

Cedar Rapids, IA 52407

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA

NOV 18 1991

IN RE:	)	Chapter 7	BARBARA A. EVERLY, CLERK
EUGENE P. MEIS,	)	BANKRUPTCY NO.	
Debtor.	)	L-89-00751D	
<hr/>			
EUGENE P. MEIS,	)		
Plaintiff,	)	ADVERSARY NO.	
vs.	)	L-91-0098D	
FLOYD'S FEED STORE, INC.,	)		
Defendant.	)		

STIPULATION OF SETTLEMENT AND CONSENT TO ENTRY OF JUDGMENT

COME NOW the parties and hereby agree to the Stipulation of Settlement set forth below and the entry of Judgment, stating to the Court the following:

1. The Defendant hereby consents to the entry of Judgment against it as well as its President, Floyd J. Klostermann of Dyersville, Dubuque County, Iowa, in the amount of \$23,000.00, which shall be paid as follows: \$8,000.00 upon execution of the Settlement documents; the remainder of the judgment shall be paid, together with interest on the unpaid balance of the Judgment at the rate of 8% beginning November 15, 1991, on the dates set forth below:

DATE	AMOUNT
August 1, 1992	\$6,000.00 plus accrued interest
August 1, 1993	\$6,000.00 " " "
August 1, 1994	\$3,000.00 " " "

2. The interest shall accrue on the unpaid balance of the Judgment at the rate of 8% per annum beginning November 15, 1991 and continuing thereafter until the Judgment has been paid in full.

3. Defendant agrees to pay the Sanction Judgment issued against it in July of 1990 in the amount of \$441.62 dollars upon the date of execution of this Settlement Agreement.

4. Plaintiff agrees to forego any collection, garnishment or levy upon the assets of the defendant or Floyd J. Klostermann provided that payments are made no later than default periods as set forth in paragraph five (5) below.

5. **Default Provisions.** The parties hereby agree that in the event a payment is not made on the date scheduled above, Plaintiff shall notify Defendant and Defendant's counsel by certified mail, return-receipt requested, at the addresses set forth below:

Floyd's Feed Store, Inc.  
c/o Floyd J. Klostermann  
Dyersville, Iowa 52040

David G. Thinnies  
417 1st Avenue S.E.  
Cedar Rapids, Iowa 52401

Notice shall be deemed given when mailed. After Notice, the Defendant shall have thirty (30) days to cure the default by making the payments as required by this Settlement Agreement, together with all interest. In the event payment of an installment is not made within thirty (30) days of Notification of Default by Plaintiff, Plaintiff may, at his option, accelerate the balance due and owing on said Judgment and begin formal collection efforts including levy, execution, and garnishment as well as all other methods of collection available to him under Iowa law.

6. The parties agree that this is a compromise of a disputed

claim, liability for which is expressly denied by Defendant.

7. **Confidentiality of Discovery.** The parties agree that there has been an extensive amount of discovery completed to date in the above captioned law suit. All discovery currently in the hands of either party shall not be disseminated or publicized to anyone by either party or their attorneys without the express written consent of the other party to this Agreement. The parties to this Agreement and their attorneys are prohibited from disseminating any information received in discovery. To the extent any discovery has been disseminated to third parties prior to the date of entry of this Order, this paragraph shall not apply. It is the intent of the parties to prohibit future dissemination of the discovery. The parties further agree that in light of the currently pending legal malpractice action brought by Defendant against Danny McClean of Dyersville, Iowa, that there may be a request by those litigants for documents that have been produced in this litigation. The parties and their attorneys agree that any documents produced in discovery in this Adversary Proceeding shall not be produced to any party involved in the litigation of Floyd's Feed Store, Inc. v. Danny McClean, absent Court Order or Written Authorization of the party who produced the documents originally in this Adversary Proceeding, or the United States District Court action where this action was previously pending.

8. Floyd J. Klostermann individually agrees to the entry of a Judgment in the amount set forth above against him. It is the specific intent of the parties that the principal balance of

\$23,000.00 plus interest is all that the Plaintiff will collect as a result of this law suit. The Defendant and Floyd J. Klostermann hereby agree to be jointly and severally liable by virtue of the entry of the Judgment envisioned herein.

9. Plaintiff and Defendant mutually release each other from any and all liabilities or claims they may have against each other arising from Plaintiff's bankruptcy as well as the firing of Plaintiff by Defendant except as set forth herein.

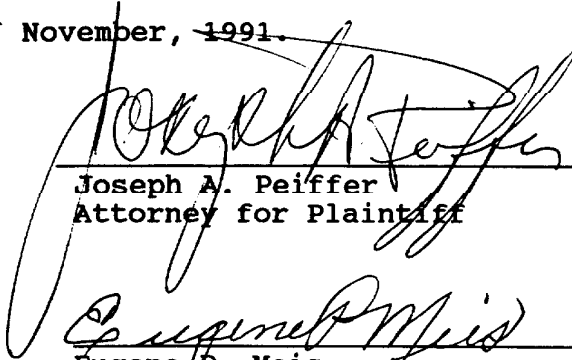
10. Plaintiff agrees to waive reimbursement of all Court costs.

11. Plaintiff hereby withdraws the pending Motions for sanctions.


12. Each party shall pay its own attorney fees.

13. Defendant, at its sole option, may pay all installments in advance or prepay without penalty.

Dated this 14 day of November, 1991.



\_\_\_\_\_  
Joseph A. Peiffer  
Attorney for Plaintiff



\_\_\_\_\_  
Eugene P. Meis  
Plaintiff

Dated this 15<sup>th</sup> day of November, 1991.

Floyd's Feed Store, Inc.

Floyd J. Klostermann Pres.  
by Floyd J. Klostermann, President

Floyd J. Klostermann  
Floyd J. Klostermann, individually

David G. Thinnies  
David G. Thinnies  
Attorney for Floyd J. Klostermann &  
Floyd's Feed Store, Inc.

STATE OF IOWA                    )  
                                  LINN        )ss:  
COUNTY OF ~~DELAWARE~~        )

On this 15<sup>th</sup> day of November, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Floyd J. Klostermann, to me personally known, who being by me duly sworn, did say that he is the President, of the corporation executing the within and foregoing instrument to which is attached, that (no seal has been procured by the) ~~(the seal affixed thereto is the seal of the)~~ corporation; that said instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that Floyd J. Klostermann as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.


David G. Thinnies  
Notary Public in and for said State





STATE OF IOWA                    )  
                                  LINN        )ss:  
COUNTY OF ~~DELAWARE~~        )


On this 15<sup>th</sup> day of November, 1991, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Floyd J. Klostermann to me known to be the identical person named in and who executed the same as her voluntary act and deed.

  
\_\_\_\_\_  
Notary Public in the State of Iowa

STATE OF IOWA                    )  
                                  )ss:  
COUNTY OF LINN                )



On this 14<sup>th</sup> day of November, 1991, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Eugene P. Meis to me known to be the identical person named in and who executed the same as her voluntary act and deed.

  
\_\_\_\_\_  
Notary Public in the State of Iowa

JAN 05 1993

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA

BARBARA A. EVERLY CLERK

IN RE:	)	Chapter 7
	)	Bankruptcy No. L-89-00751D
EUGENE P. MEIS,	)	
Debtor.	)	
_____	)	
EUGENE P. MEIS,	)	Adversary No. L-91-0098D
Plaintiff,	)	
vs.	)	
	)	
FLOYD'S FEED STORE, INC. and	)	
FLOYD J. KLOSTERMANN,	)	
Defendants.	)	

**PARTIAL SATISFACTION OF JUDGMENT**

COMES NOW the attorney for the Plaintiff, Eugene P. Meis, and hereby states that all payments to be made by the Defendants herein for calendar years 1991 and 1992 have been made. The payment obligation of \$8,000 was received in November, 1991 with \$6,000 and accrued interest having been received in August, 1992. Therefore, those portions of the judgment are hereby satisfied.


The balance of the judgment is not satisfied as of the date of signing this Partial Satisfaction.

PEIFFER LAW OFFICE

By: 

Joseph A. Peiffer 7676  
465 Brenton Financial Center  
150 First Avenue NE  
Cedar Rapids, Iowa 52401  
Telephone: (319) 363-1641

ATTORNEYS FOR PLAINTIFF

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filing attorney  
on date filed 

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STATE OF IOWA            )  
                                      )ss.  
COUNTY OF LINN         )

Subscribed and sworn to before me on this 30th day of December, 1992.

Christine A. Mitchell  
Notary Public in and for the State of Iowa

Copy to:

David G. Thinnies, Esq.  
417 First Avenue SE  
P.O. Box 2819  
Cedar Rapids, Iowa 52406-2819

#### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies under penalty of perjury that a copy of this document was served upon, mailed, or delivered to counsel of record, debtor and other parties of interest in compliance with Bankruptcy Rules 7004 and 9014 on the 30th day of December, 1992.

Christine A. Mitchell

AUG 06 1993

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA

BARBARA A. EVERLY CLERK

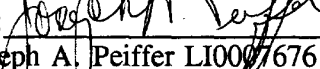
IN RE:	)	
	)	
EUGENE P. MEIS,	)	Chapter 7
	)	Bankruptcy No. L-89-00751D
	)	
Debtor.	)	
	)	
<hr/>	)	
EUGENE P. MEIS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
FLOYD'S FEED STORE, INC. and	)	
FLOYD J. KLOSTERMANN,	)	
	)	
Defendants.	)	

**PARTIAL SATISFACTION OF JUDGMENT**

COMES NOW the attorney for Plaintiff, Eugene P. Meis, and hereby states that all payments to be made by the Defendants herein for calendar years 1991, 1992 and 1993 have been made. The payment obligation of \$8,000 was received in November, 1991 with payments of \$6,000 plus accrued interest having been received in August, 1992 and August, 1993. Therefore, those portions of the judgment are hereby satisfied.

The balance of the judgment is not satisfied as of the date of signing this Partial Satisfaction.

PEIFFER LAW OFFICE

By:   
Joseph A. Peiffer LI0007676  
465 Brenton Financial Center  
150 First Avenue NE  
Cedar Rapids, Iowa 52401  
Telephone: (319) 363-1641

ATTORNEY FOR PLAINTIFF

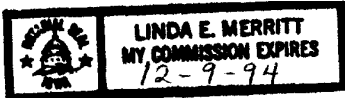
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STATE OF IOWA           )  
                                  ) ss.:  
COUNTY OF LINN        )

Subscribed and sworn to before me this 4<sup>th</sup> day of August, 1993.



Linda E. Merritt  
Notary Public in and for the State of Iowa

### CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury that a copy of this document was served upon, mailed, or delivered to counsel of record, debtor and other parties of interest in compliance with Bankruptcy Rules 7004 and 9014 on the 4<sup>th</sup> day of August, 1993.

Linda E. Merritt

David G. Thinnes, Esq.  
417 First Avenue SE  
P.O. Box 2819  
Cedar Rapids, Iowa 52406-2819

Wesley B. Huisinga  
United States Trustee  
Suite 675 The Center  
425 - 2nd Street SE, Box 47  
Cedar Rapids, Iowa 52401

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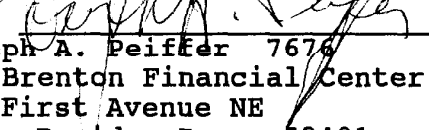
IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:	)	Chapter 7	BARBARA A. EVERLY, CLERK
EUGENE P. MEIS,	)	Bankruptcy No. L-89-00751D	
Debtor.	)		
<hr/>	)		
EUGENE P. MEIS,	)	Adversary No. L-91-0098D	
Plaintiff,	)		
vs.	)		
FLOYD'S FEED STORE, INC. and	)		
FLOYD J. KLOSTERMANN,	)		
Defendants.	)		

**SATISFACTION OF JUDGMENT**

COMES NOW the attorney for the Plaintiff, Eugene P. Meis,  
and hereby states that all payments to be made by the Defendants  
have been made. The judgment is satisfied in full.

PEIFFER LAW OFFICE

By:   
Joseph A. Peiffer 7676  
465 Brenton Financial Center  
150 First Avenue NE  
Cedar Rapids, Iowa 52401  
Telephone: (319) 363-1641

ATTORNEYS FOR PLAINTIFF

cc:

David G. Thinnies, Esq.  
2044 Bever Ave, S.E.  
Cedar Rapids, Iowa 52403

Copy mailed to  
attorney

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